

State of Arkansas  
OFFICE OF STATE PURCHASING  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

EXTENDED STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PURCHASING. THIS IS NOT  
AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT  
CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS  
THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS  
AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: REBECCA O'NEAL

CONTRACT/BID NO.: ST-99-1237

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DESCRIPTION: WAREWASHING SUPPLIES

CONTRACT PERIOD: JULY 1, 2005 - JUNE 30, 2006

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CONTRACT VALUE: N/A

COMMODITY CLASS(ES): 485-38

PURCHASE REQUEST NO.: N/A

AGENCY CONTACT/PHONE: N/A

DELIVERY REQUIREMENTS: 14 DAYS ARO

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:  
VARIOUS STATE AGENCIES

DELIVER TO:  
VARIOUS STATE AGENCIES

CONTRACT AWARD TO:  
ECOLAB, INC.  
370 WABASHA STREET  
ST. PAUL, MN 55102

CONTACT NAME: N/A  
TELEPHONE NO.: 800-352-5326  
FAX NO.: 651-293-2682  
VENDOR NO.: N/A  
FEDERAL I.D. NO.: 41-0231510

STATE OF ARKANSAS OFFICE OF STATE PURCHASING

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

WAREWASHING CONTRACT TERMS AND CONDITIONSSCOPE

It is the intent of this Invitation for Bid to solicit and obtain competitive bids as a basis for establishing a term contract to cover the requirements of warewashing compounds (mechanical and manual) for the State of Arkansas agencies listed and any other state agencies that may develop a need for the products for a period of two years. Also covered are the furnishing and installation of dishwashing compound dispensers, rinse additive injectors and dispensers for the pot and pan detergent as called for in the "Dispensing Equipment" section. The bid shall also include service as described in "Service" section, and at no additional cost to the State of Arkansas.

It is the intent of this bid to describe primarily the performance criteria for products. Composition of the products shall be optional with the manufacturer, but no changes in formulation will be permitted during the course of the contract.

GENERAL:

Specifications furnished with this Invitation for Bid are intended to establish a desired quality or performance level, or other minimum dimension and capacities, which will provide the best product available at the lowest possible price. All brands bid must be listed, specifications and descriptive literature provided; and, only if requested, a sample made available for testing. Other than designated brands shall receive equal consideration.

PERFORMANCE BOND:

A performance bond (issued by a surety company authorized to do business within the State of Arkansas) in the amount of \$10,000.00 must be furnished immediately after receipt of notice of intent to award.

QUANTITIES:

Quantities shown are approximations only. Contract is to cover actual requirements of agencies for life of contract.

DESCRIPTIVE LITERATURE:

Each bidder must submit with bid, complete specifications and technical data for each product on which bid is based. Bids not including this information will not be considered for award.

PRICING:

Bid price shall be quoted for each item, in unit of measure specified. This price shall remain firm for the duration of the contract.

DELIVERY:

Contractor shall deliver all products within twenty one (21) days after written notice is received by contractor. The ordering facility is to be advised of back-orders and approximate shipping dates.

TESTING:

A sufficient quantity of material may be required after bid opening in order to perform a meaningful test. In the event that such a test is required, the material shall be made available within 48 hours after notification by the Office of State Procurement.

PRODUCT REGULATIONS:

All products furnished throughout the period of this contract shall be in compliance with any and all requirements established or set forth by any regulatory agencies that legally or otherwise have authority to establish requirements for such products.

PRODUCT REPLACEMENT:

Contractor shall replace, free of charge, any dishwashing compound received wet or lumpy, making it unfit to pass freely through mechanical dispensers. It will be the contractor's responsibility to pick up unfit product within 14 days.

Contractor will provide each agency with titration kits and will instruct appropriate agency personnel in their use.

TRAINING:

It is suggested that the contractor have in-service "training films" available for use by dietary personnel as needed.

SUMMARY REPORT:

The successful bidder shall report the summary of total sales made under this contract. In addition, the successful bidder will be required to report total sales by pound or gallon and dollars for each individual item and agency. The report shall be sent to the Office of State Procurement, Attention: Rebecca O'Neal (2) months prior to expiration of contract or when requested by the State.

SERVICE REPRESENTATIVE:

Bidder shall furnish with the bid, a list of service personnel available to service state agencies. The address, area to be covered and phone number of each service person shall be given. This list of service personnel is not to include jobbers unless they are used on a routine basis and are qualified to render this type of service. Ability to provide proper service for all institutions may be a factor in determining award. In addition, the names, addresses, and telephone numbers of service personnel shall be furnished to each using agency.

DISPENSING EQUIPMENT:

When requested by a using agency, the vendor shall furnish, install, and maintain at no additional cost to the State of Arkansas an acceptable electronic type dishwashing compound dispenser of standard manufacture with the bowl constructed of hard plastic and/or stainless steel.

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DISPENSERS RINSE INJECTORS:

- A. The electronic dispenser shall be designed to automatically control the desired concentration of the detergent washing solution in commercial dishwashing machines by feeding the detergent to the wash solution only when necessary; dispenser shall incorporate an "anticipator circuit" (which prevents overshooting of the amount of detergent into the wash solution). The dispenser shall utilize a detergent by means of water fed into the unit, automatically controlled by a solenoid valve. The electronic dispenser shall have extreme sensitivity over a range of concentration allowing settings to be made at any point desired between zero and 0.5% concentration and shall have an audible and visible warning device to signal the need for replenishing the detergent supply.
- B. Where rinse additives are used, dishwashing machines shall be equipped with a rinse injector. Gravity feed injectors are acceptable if pressure is sufficiently high. If pressure is low, pump type injectors shall be required. It will be the responsibility of the contractor in conjunction with the food service manager to determine the proper dispensing system. It shall be the responsibility of the contractor to install rinse injectors. However, the using agencies must provide suitable water and electrical connections on or adjacent to the dishwashing machines.
- C. No installation shall create a cross connection or back siphonage in approved water supply.
- D. All dispenser and injectors furnished by the contractor shall be first line models such as are in use by other accounts serviced by the contractor, and installation shall be made in accordance with accepted engineering practice.
- E. The dispenser and installation shall be of such design that the unit may be removed at the termination of the contract period without interruption of service, and without additional costs for parts and labor. The vendor shall install dispensing equipment within 6 weeks from starting date of contract period, or when notified by using agency of anticipated date of beginning use of vendor's product. It shall be the responsibility of the contractor, immediately following the award of the contract, to visit each institution listed to determine the necessary installations of dispensing equipment.
- F. It shall be the responsibility of the contractor to remove all dispensers and injectors other than his own and plug any unnecessary holes. He shall deliver the dispensers and injectors to the agency Business Manager's or Purchasing Agent's office and obtain a signed receipt showing the description and serial number for each item. The contractor shall be responsible for the dispensers and injectors from the time they are removed from the machines until they are received by the agency Business Manager's office. The Business Manager shall be responsible for safekeeping of the dispensers and injectors until picked up by the rightful owner.

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G. At the time of installation of dispensers and injectors, contractor shall submit a written report listing date of installation, type of dispenser or injector, location, (building and floor), and serial numbers of each. One signed copy shall be given to the Business Manager.

H. Pot and Pan Washing Detergent Dispensers: When requested by a using agency, the vendor shall furnish, install, and maintain at no additional cost to the State of Arkansas, an acceptable dispenser of standard manufacture.

SERVICE:

Contractor shall provide for service calls to be made by technically trained personnel to each location of agency:

A minimum of one service call per month shall be made to each location.

Emergency calls shall be made within 24 hours after notification.

The contractor shall give two (2) days prior notice to each agency (institution) where service calls are made, unless such service calls are sufficiently routine as to occur at the same time each month. The above provision is necessary to assure the presence of the proper institutional personnel while the service representative is visiting the institution.

Service personnel on each monthly visit shall:

Furnish the Business Manager of the institution a copy of the written service report for each call, listing the services performed and any recommendations that might be made. This report should be signed by the contractor and the Business Manager. In addition, the contractor will send on a monthly basis, one (1) copy of the signed report to Rebecca O'Neal, Office of State Procurement. Failure of the contractor to submit these monthly reports shall be sufficient cause for cancellation of contract and may eliminate contractor's bid from consideration for the following year.

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At each regular service call, it shall be the vendor's responsibility to:

Inspect and properly maintain all dispensing equipment whether supplied by the vendor or state-owned.

Check all dishwashing machines in operation at the agency, including the functioning of mechanical parts, gauges, valves, cleanliness of wash arms and rinse nozzles, and make adjustments as necessary. Contractor is required to assist maintenance personnel in "deliming" of machine.

Check solutions for optimum concentration and temperature.

Instruct institution personnel in the proper use of dishwashing machines and dispensing equipment, as well as the materials used therewith, to the end that the highest degree of performance may be achieved.

#### QUALITY ASSURANCE PROVISIONS:

The supplier shall be responsible for the performance of all inspection and test requirements necessary to insure compliance with provisions of this bid. This action does not preclude subsequent inspection or testing by the State of Arkansas to further determine conformance with specifications or quality standards of workmanship, material, and construction techniques.

Bidder may be required to submit, at his own expense, an independent laboratory test report on each product bid.

If other manufacturers' products are offered, laboratory and field information may be required. In all instances, burden of proof of quality shall rest with the manufacturer. Final judgement of comparability shall rest with the State of Arkansas, Office of State Procurement.

#### SHIPPING & PACKAGING:

Normal commercial packaging and packing will be acceptable. All packing shall be adequate to protect contents from damage.

Products shall be available in vendor's standard size container, not to exceed 125 lb. drums. Vendors shall show complete size information on bid submitted.

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Shipping containers shall be marked to show contents, name of vendor, agency, purchase order number, and contract number.

Individual packages and containers shall be labeled showing name of manufacturer, brand name, quantity of contents, and complete directions for use.

MINIMUM SHIPMENTS:

The minimum amount of products to be ordered at one time is \$100.00 or 450 pounds. Orders less than \$100.00 or 450 pounds shall be prepaid and freight charges added to the invoice as a separate item. In instances where contractor makes partial shipment of orders for more than \$100.00 or 450 pounds, shipments shall be made FOB destination with no transportation charges added.

METHOD OF AWARD:

The contract will be awarded "All or None" to the lowest responsive, responsible bidder for the combined requirements of warewashing products for all institutions.

ORDERING:

Using agencies shall include the following information in procurement documents in addition to pertinent ordering information:

1. State contract number
2. Size of individual containers

COMPLAINT PROCESS:

Any complaints concerning service, product, or vendor shall be made in writing and sent to:

Rebecca O'Neal  
Office of State Procurement  
P.O. Box 2940  
Little Rock, AR 72203

OPTION FOR RENEWAL:

The Office of State Procurement reserves the right to renew this contract in accordance with the original terms and conditions. This contract may be renewed annually or in increments of two year periods not to exceed a total of seven (7) years. This must be mutually agreed upon by both buyer and seller with any price increase based upon the Product Price Index.

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NOTE: Act 454 of 1993 eliminates phosphate containing detergents in Arkansas by January 1, 1994. Pursuant to this recent legislation, vendors must bid a detergent containing no more than 8.7% phosphorous. Failure to comply will result in disqualification of bid.

Bidders are requested to submit Material Safety Data Sheets (MSDS) for each product. Failure to supply the MSDS will result in bid disqualification.

#### SPECIFICATIONS FOR WAREWASHING PRODUCTS

1. DISHWASHING COMPOUND - Machine, chlorinated. The product shall be a non-abrasive, non-caustic material suitable for use in mechanical dishwashing machines. Product shall be used from a closed dispensing system. Product will be dispensed directly from shipping container. The product shall contain sufficient chelating and/or sequestering agents to effectively soften the water and the silicate value shall be properly balanced to prevent any deleterious action on aluminum. The compound shall contain not less than .6% nor more than 1.50% by weight available chlorine as determined by Standard Thiosulfate-Iodine Titration.

##### CASE PRICE VENDOR

\$41.52      ECOLAB

Ecolab 10751 Solid Metal-Pro or approved equal

BRAND/NO. BID: ECOLAB 10751 SOLID METAL-PRO

PACKAGE SIZE: 4/8#

2. DISHWASHING COMPOUND - Machine, chlorinated. The product shall be a compound combining phosphate water conditioners for use with hard water and organic chlorine to effectively bleach food stains. Product shall be used from a closed dispensing system. Product will be dispensed directly from shipping container. The compound shall contain not less than .6% nor more than 1.50% by weight available chlorine as determined by Standard Thiosulfate-Iodine Titration. Not recommended for use on aluminum and other soft metals.

##### CASE PRICE VENDOR

\$46.32      ECOLAB

Ecolab 10579 CSP or approved equal.

BRAND/NO. BID: ECOLAB 10579

PACKAGE SIZE: 4/9# CAPS/CASE

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3. LIQUID RINSE - Machine. The product shall be a liquid product containing sufficient non-foaming, non-ionic surface active drying agents to prevent spotting and streaking. The product shall have a pleasant odor, possess excellent drying properties when used according to the manufacturer's recommendations and shall be free of cloudiness or turbidity.

PAIL PRICE VENDOR

\$53.79 ECOLAB

Ecolab 10934 Rinse Dry or approved equal.

BRAND/NO. BID: ECOLAB 10934 RINSE DRY

PACKAGE SIZE: 5 GALLON PAIL

4. POT & PAN WASHING DETERGENT - Manual (also used for dishes). The product shall be a liquid and shall contain sufficient emulsifiers and synthetic wetting agents for use in all types of water. All surfactants shall be biodegradable and contain no material that will have any deleterious action on porcelain, plastic, glass, and metal.

PAIL PRICE VENDOR

\$26.24 ECOLAB

Ecolab 12930 Pan Master or approved equal.

BRAND/NO BID: ECOLAB 12930 PAN MASTER

PACKAGE SIZE: 5 GALLON PAIL

5. POT & PAN WASHING DETERGENT - Manual (also used for dishes). The product shall be a solid or granular and be dispensed from a closed dispensing system. Product will be dispensed directly from shipping container. It shall contain sufficient emulsifiers and synthetic wetting agents for use in all types of water. All surfactants shall be biodegradable and contain no material that will have any deleterious action on porcelain, plastic, glass, and metal.

CASE PRICE VENDOR

\$83.03 ECOLAB

Ecolab 17301 Solitaire or approved equal.

BRAND/NO BID: ECOLAB 17301 SOLITAIRE

PACKAGE SIZE: 4/5# CAPS/CASE

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6. LIME SOLVENT - Manual. The product shall be a liquid product containing sufficient acids, surfactants, and emulsifiers to be suitable for dissolving lime scale build up, iron stains and other film deposits. It shall contain no material that will have any deleterious action on porcelain, glass, plastic and metal.

CASE PRICE VENDOR

\$22.70      ECOLAB

Ecolab 12021 Lime-A-Way or approved equal.

BRAND/NO BID: ECOLAB 12021 LIME-A-WAY

PACKAGE SIZE: 4/1 GALLON/CASE

**NOTE TO BIDDER:**

**USAGE FACTORS STATED FOR EACH ITEM MUST BE IN ACCORDANCE WITH THE SUGGESTED USE RANGES AS STATED IN THE MANUFACTURER'S TECHNICAL LITERATURE NORMALLY USED BY COMPANY FIELD SERVICE REPRESENTATIVES.**

**AGENCY LIST**

It is the intention of the State to list all agencies required to purchase from this contract. However, in the event that an agency is not listed it will be the contractor's responsibility to service such agency. Any new equipment purchased during this contract must also be serviced.

Department of Correction  
Cummins Unit  
P.O. Box 500, Hwy 65 South  
Varner, AR 71644

Department of Correction  
Women's Unit  
8000 W. 7th  
Pine Bluff, AR 71601

Department of Correction  
Intermediate Reformatory  
Hwy 15 North  
Tucker, AR 72168

Department of Correction  
Diagnostic Center  
P.O. Box 8707  
6700 W. 7th  
Pine Bluff, AR 71611

Department of Correction  
Wrightsville Unit  
Hwy 386 South  
Wrightsville, AR 72183

Hot Springs Rehabilitation Center  
P.O. Box 1358  
105 Reserve  
Hot Springs, AR 71901

Human Development Center  
Siebenmorgen Road  
Conway, AR 72032

Human Development Center  
Box 70, Hwy 290  
Arkadelphia, AR 71923

Human Development Center  
4701 Colony Drive  
Jonesboro, AR 72401

Human Development Center  
P.O. Box 123-Hwy 111 South  
Alexander, AR 72002

Human Development Center  
Rt. 3, #1 Center Circle  
Warren, AR 71671

Human Development Center  
Box 327 Hwy 116 South  
Booneville, AR 72927

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Benton Services Center  
Hwy 67 South  
Benton, AR 72015

Mental Health Services  
4313 W. Markham  
Little Rock, AR 72205

School For the Blind  
2600 W. Markham  
Little Rock, AR

School For the Deaf  
2400 W. Markham  
Little Rock, AR

AR State University  
P.O. Box 1860  
State University, AR 72467

Arkansas State University  
P.O. Box Drawer H  
Beebe, AR 72012

Arkansas Youth Services  
Rt. 4, Box 322  
Alexander, AR 72002

Arkansas Youth Services  
Rt. 8, Box 970  
Pine Bluff, AR 71602

Law Enforcement Training Academy  
P.O. Box 3106  
Camden, AR 71701

DeGray State Park  
Route 3, Box 490  
Bismarck, AR 71929

Lake Chicot State Park  
Route 1, Box 648  
Lake Village, AR 71653

Petit Jean State Park  
Mather Lodge  
Route 3, Box 340  
Morrilton, AR 72110

Ozark Folk Center  
Hwy 9 N.  
Mountain View, AR 72560

Lake Catherine State Park  
Rt. 19, Box 360  
Hot Springs, AR 71913

Queen Wilhelmina State Park  
Route 7, Box 53-A  
Mena, AR 71953

Old Washington State Park  
P.O. Box 98  
Washington, AR 71862

Veterans Home  
4701 West 20th  
Little Rock, AR

Univ. of AR Med. Sciences  
4301 W. Markham - Slot 542  
Little Rock, AR 72205

Quachita Vo-Tech School  
P.O. Box 816  
Malvern, AR 72104

Ozark Vo-Tech School  
P.O. Box H  
Melbourne, AR 72556

Phillips County Community College  
P.O. Box 785  
Helena, AR 72342

Southern Arkansas Univ.  
Magnolia, AR 71753

Southern AR Univ. - Tech Branch  
Tech Station  
East Camden, AR 71701

Twin Lakes Vo-Tech School  
P.O. Box 1496  
Harrison, AR 72602

Quapaw Vo-Tech  
201 Vo-Tech Drive  
Hot Springs, AR 71913

Lake Ouachita State Park  
5451 Mountain Pine Road  
Mountain Pine, AR 71956

Devil's Den State Park  
11333 West AR Hwy 74  
West Fork, AR 72774

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